

AG Contract No.: KR03-0301TRN  
ADOT ECS File No.: JPA 02-218  
Project: Various  
TRACS No.: Various  
Section: US180;US89;SR89A;I-40;I-17;  
SR 179;SR260;SR87  
Budget Source Item No.: 76504

## INTERGOVERNMENTAL AGREEMENT

(Collection Agreement)  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE UNITED STATES DEPARTMENT OF AGRICULTURE  
COCONINO FOREST

THIS AGREEMENT is entered into 30 January, 2004, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the UNITED STATES DEPARTMENT OF AGRICULTURE, COCONINO NATIONAL FOREST, acting by and through its Contracting Officer (the "Forest Service").

### I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

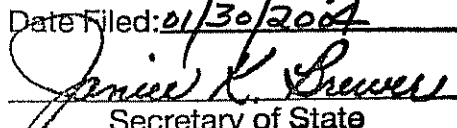
2. The Forest Service is empowered by Cooperative Funds Act of 16 U.S.C. 498, National Forest Roads and Trails Act 16 U.S.C. 532-538, and Granger-Thye Act 16 U.S.C. 572, Ref: FSM 1584.13 to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Forest Service.

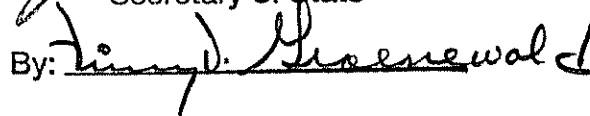
3. The State and the Forest Service desires to cooperate in the development and implementation of various future highway construction projects traversing the Coconino National Forest, including improvements to SR 260; SR 87; US 180; US 89; SR 89A; I-40; I-17; SR 179. The Forest Service has agreed to provide the State with on the ground support of these various projects, on a "Task Request and Cost Reimbursement" basis, in an initial amount of \$450,000. Additional funding may be available during the agreement period if needed. Only activities that are outside the current federal funded budget level are subject to this agreement.

4. The State and the Forest Service acknowledge this agreement is an extension of that certain agreement filed under JPA 94-157 as amended and that upon execution of this agreement, all funding available and identified for the project work includes the account balance of JPA 94-157 and this final agreement.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

---

NO. 26624  
Filed with the Secretary of State  
Date Filed: 01/30/2004  
  
Secretary of State

By: 

## **II. SCOPE OF WORK**

### **1. The Forest Service will:**

a. As requested by the State, provide various services directly related to and required by various future state highway improvement projects, including, but not limited to, timber appraisals, marking trees for removal, layout of project specific mitigation measures, project development field reviews, highway right-of-way easements, archaeological or biological fieldwork, NEPA determinations, SHPO and tribal consultations as required

b. Provide Forest Service on-site representation during construction by State contractors to identify requirements for project specific mitigation measures. Provide technical environmental analysis and documentation sufficient to support a decision on new easements for highway projects. Prepare new easement documents and stipulations as required.

c. No less often than quarterly, invoice the State, using the "Pay Request Form Cover Sheet" provided in the form of Exhibit A, attached hereto and made a part hereof, for the reasonable direct actual cost of work accomplished on the States project work and associated indirect costs, with no profit or fee. Such invoices will be broken down to charges allocated to individual State projects and identified by State TRACS numbers and itemized with Project work details on the invoice and collectively shown on the Pay Request Form Cover Sheet. Agreed upon costs will include direct project costs, project personnel costs for survey, design, administration, and indirect costs assessed at 19.5% of total direct costs. If payment is not received by the date specified on the Form FS-6500-89, Bill for Collection, the Forest Service shall exercise its rights regarding the collection of debts owed the United States.

d. No less often than annually, meet with the State to review and evaluate the upcoming year's Program workload, and to forecast estimated costs, required staffing, etc. to be performed by the Forest Service for the benefit of the State.

### **2. The State will:**

a. Provide a listing of TRACS numbers for planned projects each year, and provide authorization and TRACS numbers for emergency or other unplanned projects to the Forest Service via email or letter as soon as these projects are approved.

b. Reimburse the Forest Service within 30 days after receipt and approval of invoices. The initial amount available under this agreement is \$450,000, with additional funding available if requested and approved under a formal, written modification signed by both the State and the Forest Service.

## **III. MISCELLANEOUS PROVISIONS**

1. This agreement is considered executed by the parties as of the last date shown below and shall become effective upon filing with the Arizona Secretary of State.

2. This agreement expires no later than 30 September, 2008, at which time it is subject to review, renewal, or expiration. Either party may terminate this agreement at any time before the date of expiration, upon 30 days written notice to the other party.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511 pertaining to conflicts of interest on behalf of State employees.

4. The provisions of Arizona Revised Statutes Section 35-214 pertaining to audit are applicable to this contract.

5. Applicable laws and regulations of the State and the Federal government shall govern the rights of the parties with respect to the performance of this agreement. In the event of any controversy, which may arise out of this agreement, the parties hereto agree to select a process acceptable to the State and the Forest Service to resolve such disputes. Such process shall follow 9 U.S.C. Title 9 - Arbitration if arbitration is necessary to resolve such disputes.

6. No member of, or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement, or to any benefits that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

7. This agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona, and incorporated herein by reference regarding "Non-Discrimination".

8. Non-Availability of Funds. Every payment obligation of the State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph. Full credit shall be allowed for each party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.

9. Any information furnished to the Forest Service under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552).

10. Modifications within the scope of this agreement shall be made by mutual consent of the parties, by issuing a written modification, signed and dated by all parties, prior to any changes being performed. Neither party is obligated to fund any changes not properly approved in advance.

11. This agreement in no way restricts the Forest Service or the State from participating in similar activities with other public or private agencies, organizations and individuals.

12. It is understood by the parties, that contributions made to the Forest Service by the State under this agreement does not constitute endorsement by the Forest Service of the State's overall project activities.

13. All contractual notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007  
(FAX) 602-712-7424

USDA Forest Service  
Coconino National Forest  
Elizabeth Blake, Grants & Agreements  
2323 E. Greenlaw Lane, Flagstaff, AZ 86004  
(FAX) 928-527-3544

14. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**US DEPARTMENT OF AGRICULTURE**  
Coconino National Forest

**STATE OF ARIZONA**  
Department of Transportation

By *Noray B. Rasure*  
for NORAY B. RASURE  
Forest Supervisor

By *Douglas A. Forstie*  
DOUGLAS A. FORSTIE, P.E.  
Acting Deputy State Engineer

*November 7, 2003*  
(date)

*01-13-04*  
(date)

FS Agreement No.: 04-CO-11030411-655  
AG Contract No.: KR03-0301 TRN  
ADOT ECS File: JPA 02-218  
TRACS No.: Various – Collection Agreement

The format and authority of this instrument  
has been reviewed and approved for signature  
by the Forest Supervisor, Coconino National Forest.

 11/7/03  
ELIZABETH A. BLAKE Date  
Grants & Agreements Specialist  
Coconino National Forest



OFFICE OF THE ATTORNEY GENERAL  
STATE OF ARIZONA

TERRY GODDARD  
ATTORNEY GENERAL

CIVIL DIVISION  
TRANSPORTATION SECTION  
WRITER'S DIRECT LINE: 602.542.8855

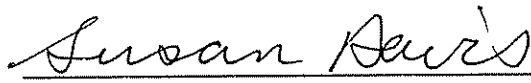
**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR03-0301TRN (**JPA 02-218**), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED 1-26, 2004.

TERRY GODDARD  
Attorney General

  
\_\_\_\_\_  
SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section

SED:dgr  
Attachment  
827065